

Filed for record 1-8-92

Date: 1:25 o'clock P M.

Time ONEIL L. PLYMER Register of Deeds

Union County, Monroe, North Carolina

*Reviewed  
Bqf*

RECORDED  
and  
VERIFIED  
*RCS*

Declaration of Covenants, Conditions and Restrictions of  
LAWYERS STATION SUBDIVISION

THIS DECLARATION, made on the 31st day of December, 1991, hereinafter referred to as the "Declarant" and any and all persons, firms or corporations hereafter acquiring any of the within described property:

WITNESSETH:

WHEREAS, Declarant owns certain property in Union County, North Carolina which is more particularly described by plat thereof recorded in Plat Cabinet C, File Numbers 879, 880 and 881, in the Union County Public Registry, to which reference is hereby made for a more complete description; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof:

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, its heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
Definitions

Section 1. "Association" shall mean and refer to the Lawyers Station Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to contract buyers and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain property shown on plat recorded in Plat Cabinet C, File Numbers 879, 880 and 881, in the office of the Union County Register of Deeds, and shall also mean and refer to such revisions thereto as may hereafter be made by Declarants by subsequent recorded instrument.

Section 4. "Lot" shall mean and refer to any plat of land or tract shown upon any recorded subdivision plat of the property.

Section 5. "Declarant" shall mean and refer to Station Management Group, its heirs, successors and assigns if the obligations of the Declarant is expressly assumed by such heirs, successors and assigns.

Section 6. "Common Property" shall mean all existing rights of way shared by the owners, plus signs and other real property and amenities as may be purchased or provided for the common use and benefit of the owners and conveyed to the Association.

ARTICLE II  
Property Rights and Association's Duties

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress over the road within the property to be used in common with others, for the purposes of providing access to lots owned by the owner for himself, his family, licensees and invitees, subject to the following provisions:

a) The right of the Association to establish an annual assessment to be paid by each owner for the maintenance, upkeep and repair of the road right of way, entrance way, landscaped and any other common property, and miscellaneous supplies necessary to maintain the Association,

be exempt from the requirement of paying any assessments with regard to lots owned by Declarant, and with respect to assessments already accrued on lots that Declarant obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure or by foreclosure.

b) Commencing at the time Declarant no longer controls the Association as provided in **ARTICLE III** hereafter, the annual assessment shall be \$ 50.00 per owner of each improved or unimproved lot, which annual assessment shall be due and payable on January 1 of each year or at such other time or times as hereinafter provided by the Board of Directors of the Association. In addition to the annual assessment referred to above, a one-time special assessment of \$ 60.00 shall be payable by each lot owner to the Declarant, said payment to be a condition precedent to any written approval by the Declarant or its assigns of the lot owner's plot plan and the construction plans and specifications. The annual assessment may be increased by the Board of Directors of the Association without a vote of the membership to an amount not more than 10% in excess of the assessment for the previous year. A majority of the members of each class of the Association must approve an increase in the yearly assessments if the increase exceeds the assessment for the previous year by more than 10%. Furthermore, a majority of the members of each class of the Association must approve any decrease in the yearly assessment provided herein.

Not later than December 1 of the year in which annual assessments commence, and on the same date of each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the necessary expenses of maintenance, upkeep and repair to the road, road right of way and other common areas; provided, that any such special assessments shall have the assent of a majority of each class of the members of the Association at the duly called meeting. A special assessment may differ in amount as between others of improved lots and owners of unimproved lots, provided that any difference is reasonably and equitably determined.

The Declarant and its successors or assigns shall continue maintenance of the road, road right of way and other common areas for such period of time and in such manner as the Declarant deems necessary provided that the Association shall have full responsibility for such maintenance and repair after Declarant no longer controls the Association.

- c) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of the same; and
- d) The right of the Association to suspend the voting rights of an owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to the terms of said contract are diligent, during which period of time the Declarant shall succeed to the voting rights of said owner.

**Section 2.** Association shall, in addition to responsibility for road and other common area maintenance not maintained by a local governing body, provide such other programs and benefits for the owners as the members thereof by a 75% vote deem appropriate. The Declarant shall have no obligation for any such assessment or other costs or expenses with regard to any improved or unimproved lot owned by them or with respect to assessments accrued as to any improved lot or unimproved lot that Declarant obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure or by foreclosure.

### **ARTICLE III Membership, Voting Rights, Officers and Meetings**

**Section 1.** Every owner of an unimproved lot and/or improved lot which is subject to assessment, shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment. As Declarant develops additional phases to Lawyers Station Subdivision, the owners of lots shall be members of the Association.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all owners with the exception of Declarant and shall be entitled to one vote for each lot owned. When more than one person owns an interest in a lot,

all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to a number of votes equal to the total number of votes of all Class A members plus one, so that the Declarant will have a number of votes which shall constitute a majority of the total votes of all members of the Association.

Class B Membership shall cease and terminate and be converted to Class A Membership in the happening of either of the following events, whichever event occurs earlier:

- a) January 1, 1994; or
- b) At such time as Declarant voluntarily relinquishes majority control of the Association by instrument duly recorded in the Union County Public Registry.

Section 3. There shall be three members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected. The Director shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two Directors.

**ARTICLE IV  
Maintenance Assessments**

Section 1. The Association shall have the power to levy assessments for street, right of way and common property maintenance, repairs and improvements as provided in **ARTICLE II** with each owner being responsible for such annual assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate per annum as shall be determined by the Board of Directors of the Association, which rate shall not exceed the highest rate of interest allowed by law.

At the time set forth herein, the obligation for the repairs, maintenance and improvements of the private road shown on the aforesaid plat or any other common property shall be the responsibility of the Association with the owner of each lot, except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the owner of each lot.

In the event that the owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessments, then the Association shall have a lien against said lot and may enforce collection of said assessments, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the said lot.

It is understood and agreed that the judgment as to whether or not the road or any common property areas are in need of maintenance and repair, and the judgment as to what expenditures, if any, shall be made for said maintenance and repairs, shall require an affirmative vote of a majority of the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Notwithstanding the foregoing, each owner of a lot shall be solely responsible for any repairs to the street or street right of way or other common property necessitated by the negligent act or acts of said owner, his or her invitees, agents or guests. It shall be a negligent act for any building material to be unloaded on any street or street right of way.

**ARTICLE V  
Conveyance of Common Property**

Declarant by deed will convey its right, title and interest in and over the street right of way and any other common property areas within the property to the Association for the purpose of ownership and maintenance thereof by the Association.

ARTICLE VI  
General Restrictive Covenants

Declarant hereby covenants and agrees with all persons, firms or corporations hereafter acquiring title to any portion of the property, that the property is hereby subject to restrictive covenants as to the use thereof, which restrictions are attached hereto as Exhibit "A".

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal on the day and year first above written.

Station Management Group,  
a North Carolina General Partnership

Roy H. Hill (SEAL)  
Roy H. Hill, General Partner

Ronald W. Laney (SEAL)  
Ronald W. Laney, General Partner

James E. Robert (SEAL)  
James E. Robert, General Partner

John Steve Nash (SEAL)  
John Steve Nash, General Partner

Ronnie L. Rushing (SEAL)  
Ronnie L. Rushing, General Partner

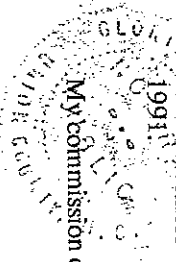
Dan L. Moser (SEAL)  
Dan L. Moser, General Partner

State of North Carolina  
County of Union

I, Gloria B. Taylor, a Notary Public for the County and State aforesaid certify that Roy H. Hill, Ronald W. Laney, James E. Robert, John Steve Nash, Ronnie L. Rushing, and Dan L. Moser, General Partners of Station Management Group, a North Carolina General Partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31st day of December

Gloria B. Taylor (SEAL)  
Notary Public



NORTH CAROLINA -- Union County Gloria B. Taylor  
The foregoing certificate(s) of

Notary Public of Union Co., NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 533 Page 788  
this 8th day of January, 19 92 at 1:25 o'clock P. M.

ONEIL L. PLAYER, REGISTER OF DEEDS  
By: Steph J. Meadows Asst/Deputy

EXHIBIT "A"

RESTRICTIVE COVENANTS

THIS DECLARATION made this 31st day of December, 1991, by Station Management Group, a North Carolina General Partnership, hereinafter called "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of a tract of land known as Lawyers Station more particularly described in that plat recorded in Plat Cabinet C, at File No. 879, 880, & 881 Union County Registry; and

WHEREAS, Declarant desires that said subdivision be developed according to a uniform plan of development in order to protect the value of said property as a residential subdivision.

NOW, THEREFORE, know all men by these presents that the Declarant hereby declares the following restrictions upon each lot within the subdivision hereinabove referred to which restrictions shall be considered covenants running with the land for a period of twenty (20) years from the date hereof, to-wit:

1. No lot as designated on said plat shall be further subdivided such that the result is any lot having less than 20,000 square feet of surface area exclusive of the right of way.
2. No lot or portion thereof shall be used for other than single family residential purposes and no mobile homes shall be located or maintained on said premises, either permanently or temporarily.
3. No animals shall be maintained upon any of said lots except customary household pets. In no event shall horses, ponies or the like be maintained on any of said lots.
4. No residence shall be constructed in said subdivision having a single story of less than 1,100 square feet. This restriction applies to heated floor space, exclusive of carport, garage, breezeway and porches. No outbuildings shall be constructed upon said lots other than of materials and design of the same or substantially similar to that of the principal dwelling located upon said lot.
5. Building set back lines shall be as shown on said plat and as required in the Union County Zoning Ordinances, whichever is more restrictive.
6. Easements for utilities and streets are reserved across said lots as shown on said plat.
7. Any and all structures, including but not limited to all buildings, fences, antennas, satellite dishes, dog houses, and storage buildings shall be located in the rear yard, which rear yard shall begin as a line measured from the rear of the principal residence and extended to the intersection with each side line of each lot.
8. No above ground swimming pools shall be permitted on any lot.
9. No vehicles of any type may be parked in the yard of any lot, and no disabled vehicles of any type may remain on any lot.
10. All mailboxes and their location must be approved by the Declarant.
11. Until fifty-one percent 51% of said lots (including additions when recorded) have been sold and conveyed by the Declarant, the Declarant shall have the right and hereby reserves the right and authority to amend said restrictions in any and all respects, including the cancellation thereof, or to delete any or all of said lots from the effect of these restrictions. However, after the sale of fifty-one (51%) percent of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.